BILL NO. S-89-12-30

SPECIAL ORDINANCE NO. S-234-89

AN ORDINANCE approving Contract for Res. #466-89, Bullerman Ditch Sanitary Sewer Rehabilitation between INSITUFORM MIDWEST, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract FOR RES. #466-89, Bullerman Ditch Sanitary Sewer Rehabilitation by and between INSITUFORM MIDWEST, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, is hereby ratified, and affirmed and approved in all respects, respectfully for:

**as described as per the attached Resolution**

involving a total cost of Seven Hundred Sixty-Seven Thousand Three Hundred ($767,300.00).

SECTION 2. Prior Approval has been requested from Common Council on November 28, 1989. Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Thomas C. Henry
Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

**RESOLUTION 466-1989**

**"BULLERMAN DITCH SANITARY SEWER REHABILITATION"**

**RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY** of the City of Fort Wayne, Indiana, that:

It is deemed necessary to rehabilitate the existing 24" sanitary sewer interceptor on the following described centerline:

> **Beginning at an existing manhole located 10± LF South of and 5± LF East of the Southeast corner of Lot 7, Park State East Addition, Section 1; thence North 1675± LF to an existing manhole located 10± LF South of and 160± LF West of the centerline of the intersection of Idaho Drive and Iowa Court; thence Northeast 230± LF to an existing manhole located 40± LF North of and 50± LF East of the centerline of the intersection of Idaho Drive and Iowa Court; thence North 550± LF to an existing manhole located 15± LF South of and 20± LF East of the centerline of the intersection of Fantasia Way and San Pedro Drive; thence Northeast in and along the right-of-way of San Pedro Drive to an existing manhole located 40± LF North of and 20± LF West of the centerline of the intersection of San Pedro Drive and Bello Drive; thence Northwest 1380± LF to an existing manhole located 15± LF South of and 5± LF West of the centerline of the intersection of Bello Drive and Corto Calle, thence Northeast 220± LF to an existing manhole located 35± LF South of and 40± LF West of the Northeast corner of Lot 159 Hacienda Village Section H; thence Northwest 630± LF to an existing manhole located 55± LF North of and 50± LF West of the centerline intersection of Stellhorn Road and Goeglein Road.**

Said sewers, with all appurtenances shall be constructed in accordance with City of Fort Wayne Sewer Utility Standards and Specifications.

The cost of said sanitary sewer improvement shall be paid by funds from Fort Wayne Sewer Utility Funds.

**ADOPTED** this 16th day of August, 1989.

**BOARD OF PUBLIC WORKS AND SAFETY**

**By:** _____

**By:** _____

**By:** _____

**ATTEST:**

Helen V. Gochenour

**Helen V. Gochenour, Clerk**

**CONSTRUCTION CONTRACT 466-1989**

**BOARD ORDER # 167-1989** **WORK ORDER 73681**

Prior approval Risk 11/27/89

**THIS CONTRACT** made and entered into in triplicate this 28th day of November, 1989, by and between **INSITUFORM MIDWEST, INC.**, herein called **CONTRACTOR** and the **CITY OF FORT WAYNE, INDIANA,** an Indiana Municipal Corporation acting by and through the Mayor and the Board of Public Works & Safety, herein called **OWNER:**

**WITNESSETH,** that the **CONTRACTOR** and the **OWNER** for the consideration hereinafter named, agree as follows:

**ARTICLE I: SCOPE OF WORK**

**CONTRACTOR** shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

**BULLERMAN DITCH SANITARY SEWER REHABILITATION**

**Beginning at an existing manhole located 10± LF South of and 5± LF East of the Southeast corner of Lot 7, Park State East Addition, Section 1; thence North 1675± LF to an existing manhole located 10± LF south of and 160± LF West of the centerline of the intersection of Idaho Drive and Iowa Court; thence Northeast 230± LF to an existing manhole located 40± LF North of and 50± LF East of the centerline of the intersection of Idaho Drive and Iowa Court; thence North 550± LF to an existing manhole located 15± LF South of and 20± LF South of and 20± LF East of the centerline of the intersection of Fantasia Way and San Pedro Drive; thence Northeast in and along the right-of-way of San Pedro Drive to an existing manhole located 40± LF North of and 20± LF West of the centerline of the intersection of San Pedro Drive and Bello Drive; thence Northwest 1380± LF to an existing manhole located 15± LF South of and 5± LF West of the centerline of the intersection of Bello Drive and Corto Calle; thence Northeast 220± LF to an existing manhole located 35± LF South of and 40± LF West of the Northeast corner of Lot 159 Hacienda Village Section H; thence Northwest 630± LF to an existing manhole located 55± LF North of and 50± LF West of the centerline intersection of Stellhorn Road and Goeglein Road;**

all according to Fort Wayne Water Pollution Control Engineering Department's Drawing No. SY **#11230, Sheets 1 through 3** and do everything required by this contract and the other documents constituting a part hereof.

**ARTICLE 2: THE CONTRACT SUM**

The **OWNER** shall pay **CONTRIBUTOR** for the performance of the contract the unit price sum of **Seven Hundred Sixty-Seven Thousand Three Hundred and no/100 ($767,300.00) Dollars.** In the event the amount of work is increased or decreased by **OWNER** the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** proposal.

**ARTICLE 3: PROGRESS PAYMENTS**

The **OWNER** shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by **OWNER** upon submission of a statement of quantities of work completed and/or materials supplied to the jobsite as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the **CONTRACTOR** and approved or revised by the Engineering Department of the **OWNER** less the aggregate of previous payments, will be paid by **OWNER** to **CONTRACTOR.**

**ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the Board of Public Works & Safety will direct the Engineering Department of the **OWNER** to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the **CONTRACTOR** is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the **CONTRACTOR**; provided, only that **CONTRACTOR** shall first furnish **OWNER** if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

**ARTICLE 5: WORKMEN'S COMPENSATION ACT**

The **CONTRACTOR** will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of

Contractor, or its agents, employees or workmen or any judgment of any Court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR** shall be conclusive against **CONTRACTOR** as to amount, liability, and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

**ARTICLE 6: NONDISCRIMINATION OF LABOR**

The **CONTRACTOR** further agrees to be bound by Section 15-13 (as amended) of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (aa amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

**ARTICLE 7: PREVAILING WAGE SCALE**

The **CONTRACTOR** agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this Contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

**ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT**

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids for Contract No. **466-89**
b. Instructions to Bidders for Contract No. **466-89**
c. Contractor's Proposal dated **November 15, 1989**
d. Fort Wayne Engineering Department Drawing No. **SY 11230**
e. Supplemental Specifications for Contract No. **466-89**
f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne
g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended)
h. Prevailing Wage Scale
i. Performance and Guaranty Bond
j. Labor and Material Payment Bond
k. Minority/Female Employment Hourly Utilization
l. Right-of-Way Cut Permit
m. Comprehensive Liability Insurance Coverage
n. MBE/WBE Commitment Form

o. Form 96
p. Specifications and Standards - Water Pollution Control Engineering dated 26 April 1989

**ARTICLE 9: GUARANTEE OF WORKMANSHIP**

At the time of execution of this contract, the **CONTRACTOR** shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER.**

**ARTICLE 10: INDEMNITY**

**CONTRACTOR** shall furnish to **OWNER** within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the Statutes of the State of Indiana.

**ARTICLE 11: ADJUSTMENTS OF DISPUTES**

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the Director of Public Works & Safety of the **OWNER**, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications or other phases of work covered by this Contract, will be permitted except prior written authorization by the Board of Public Works & Safety.

**ARTICLE 12: COMPLETION DATE**

The **CONTRACTOR** agrees to complete the work specified in the contract within **one hundred twenty (120) consecutive calendar days** after having been ordered by the **OWNER** to commence work under this contract.

**ARTICLE 13: COUNCILMANIC APPROVAL**

This Agreement, although executed on behalf of the **OWNER** by the Mayor and the Board of Public Works & Safety of the City of Fort Wayne, Indiana, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond #134 72 82

*AIA Document A311*

# Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that Insituform Midwest, Inc., 111th Street & Archer Avenue, P O Box 458, Lemont, Illinois 60439
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, Firemen's Insurance Company of Newark, New Jersey, 200 S. Wacker Drive, P O Box 771, Chicago, Illinois 60690
(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, 1 Main Street, Ft. Wayne, Indiana 46802
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of -----Seven Hundred Sixty Seven Thousand Three Hundred & no/100---------- Dollars ($ --767,300.00--- ),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated November 30, 19 89 , entered into a contract with Owner for Resolution #466-89 - Bullerman Ditch Sanitary Sewer, Ft. Wayne, Indiana
(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by in-house - Mr. Don Hanley
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 30th day of November 1989

Diane A. Bowers
(Witness)

Insituform Midwest, Inc.
(Principal) (Seal)

By: John D. Marich
JOHN G. MARICH (Title) VICE PRESIDENT

Firemen's Insurance Company of Newark, New Jersey
(Surety) (Seal)

Lee Gordon
(Witness)

By: Robert W. Kegley
Robert W. Kegley, (Title) Attorney

THE AMERICAN INSTITUTE OF ARCHITECTS

*AIA Document A311*

# Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Insituform Midwest, Inc., 111th Street & Archer Avenue, P O Box 458, Lemont, Illinois 60439
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and, Firemen's Insurance Company of Newark, New Jersey, 200 S. Wacker Drive, P O Box 771, Chicago, Illinois 60690
(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, 1 Main Street, Ft. Wayne, Indiana 46802
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of----Seven Hundred Sixty Seven Thousand Three Hundred & no/100---
(Here insert a sum equal to at least one-half of the contract price) Dollars ($ --767,300.00--- ), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated November 30, 19 89, entered into a contract with Owner for Resolution #466-89 - Bullerman Ditch Sanitary Sewer, Ft. Wayne, Indiana
(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by in-house - Mr. Don Hanley
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 30th day of November 19 89

Diane L. Bowers
(Witness)

Insituform Midwest, Inc.
(Principal) (Seal)

By: John G. Markh
JOHN G. MARKH (Title) VICE PRESIDENT

Sue Bradley
(Witness)

Firemen's Insurance Company of Newark, New Jersey
(Surety) (Seal)

By: Robert W. Kegley
Robert W. Kegley, (Title) Attorney

Surety Company Acknowledgment

STATE OF Illinois

COUNTY OF Will ss.:

On this 30th day of November 19 89, before me personally appeared Robert W. Kegley, to me known, who, being by me duly sworn, did depose and say: that he reside(s) at New Lenox, Illinois; that he is/are the Attorney-~~in-fact~~ of Firemen's Insurance Company of Newark, New Jersey, the corporation described in and which executed the annexed instrument; that he know(s) the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

"OFFICIAL SEAL"
SHARON KOCENKO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Sept. 16, 1991

BOND-3768-A

By: Sharon Kocenko
(Notary Public in and for the above County and State)

My commission expires 09-16-91

# Firemen's Insurance Company of Newark, New Jersey

180 Maiden Lane, New York, New York 10038

## GENERAL POWER OF ATTORNEY

**Know all men by these Presents,** That the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has made, constituted and appointed, and by these presents does make, constitute and appoint

Robert W. Kegley of New Lenox, Illinois

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Unlimited Dollars

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY at a meeting duly called and held on the 20th day of February, 1975:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 1st day of May, 1985.

FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY

Attest:

By

Robert W. Adler, Sr., Assistant Vice President

Michael J. Beernaert, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

On this 1st day of May, 1985, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

ETHEL TARANTO
NOTARY PUBLIC, State of New York
No. 24-4663117 Qual. in Kings County
Commission Expires March 30, 1986

**CERTIFICATE**

I, the undersigned, an Assistant Vice President of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, a New Jersey corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York, in the State of New York. Dated the 30th day of November, 1989.

James M. Keane, Assistant Vice President

Printed in U.S.A.

21 BOND 4315K

# CERTIFICATE OF INSURANCE

00044

SAK

ISSUE DATE (MM/DD/YY)
11/29/89

PRODUCER

COLUMBIAN AGENCY
P. O. BOX 39
NEW LENOX, IL 60451

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSITUFORM MIDWEST, INC.
111TH & ARCHER AVE.
BOX 458
LEMONT, IL 60439

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER A: HANOVER INSURANCE CO.
COMPANY LETTER B:
COMPANY LETTER C:
COMPANY LETTER D:
COMPANY LETTER E:

## COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | ALL LIMITS IN THOUSANDS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>Y COMMERCIAL GENERAL LIABILITY<br>Y CLAIMS MADE Y OCCURRENCE<br>OWNER'S & CONTRACTORS PROTECTIVE | ZDC3072635 | 04/01/89 | 04/01/90 | GENERAL AGGREGATE<br>PRODUCTS-COMP/OPS AGGREGATE<br>PERSONAL & ADVERTISING INJURY<br>EACH OCCURRENCE<br>FIRE DAMAGE (ANY ONE FIRE)<br>MEDICAL EXPENSE (ANY ONE PERSON) | $ 2,000<br>$ 2,000<br>$ 1,000<br>$ 1,000<br>$ 50<br>$ E |
| A | AUTOMOBILE LIABILITY<br>Y ANY AUTO<br>Y ALL OWNED AUTOS<br>Y SCHEDULED AUTOS<br>Y HIRED AUTOS<br>Y NON-OWNED AUTOS<br>GARAGE LIABILITY | A3072633 | 04/01/89 | 04/01/90 | CSL<br>BODILY INJURY (PER PERSON)<br>BODILY INJURY (PER ACCIDENT)<br>PROPERTY DAMAGE | $ 1,000<br>$<br>$<br>$ |
| A | EXCESS LIABILITY<br>Y UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | U3063452 | 04/01/89 | 04/01/90 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000<br>$ 10,000 |
| A | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY | WMC3351874 | 04/01/89 | 04/01/90 | STATUTORY<br>$ 500 (EACH ACCIDENT)<br>$ 1,000 (DISEASE-POLICY LIMIT)<br>$ 500 (DISEASE-EACH EMPLOYEE) | |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

RE: IT IS AGREED CITY OF FORT WAYNE IS ADDED AS ADDITIONAL INSURED TO THE GENERAL LIABILITY POLICY WITH RESPECTS TO: RESOLUTION #466-89 -- BULLERMAN DITCH SANITARY SEWER, FORT WAYNE, IN.

CERTIFICATE HOLDER

CITY OF FORT WAYNE
1 MAIN STREET
FORT WAYNE, IN 46802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert W Kigley


©ACORD CORPORATION 1985

Read the first time in full and on motion by Henry, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference ~~Room 128~~, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____.M.,E.S.T.

DATED: 12-12-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT |
|---|---|---|---|---|
| TOTAL VOTES | 7 | | | 2 |
| BRADBURY | | | | ✓ |
| BURNS | ✓ | | | |
| EDMONDS | ✓ | | | |
| GiaQUINTA | | | | ✓ |
| HENRY | ✓ | | | |
| LONG | ✓ | | | |
| REDD | ✓ | | | |
| SCHMIDT | ✓ | | | |
| TALARICO | ✓ | | | |

DATED: 12-26-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~RESOLUTION~~ NO. S-234-89, on the 26th day of December, 19 89,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL

Charles B. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of December, 1989, at the hour of 1:20 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 4th day of January, 19 90, at the hour of 2:15 o'clock P.M.,E.S.T.

PAUL HELMKE, MAYOR

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Res. #466-89, Bullerman Ditch Sanitary Sewer Rehabilitation

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The contract for Res. #466-89 is described as per the attached Resolution. Insituform Midwest, Inc. is the contractor.

PRIOR APPROVAL RECEIVED ON 11/28/89

I-89-12-30

EFFECT OF PASSAGE Improved sewer conditions as described in attached Resolution.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $767,300.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-89-12-30

REPORT OF THE COMMITTEE ON CITY UTILITIES

THOMAS C. HENRY, CHAIRMAN
MARK E. GiaQUINTA, VICE CHAIRMAN
LONG, BURNS, TALARICO

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving Contract for Res. #466-89, Bullerman Ditch Sanitary Sewer Rehabilitation between INSITUFORM MIDWEST, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

| DO PASS | DO NOT PASS | ABSTAIN | NO REC |
|---|---|---|---|
| Thomas C. Henry | | | |
| Mark E. Burns | | | |
| Samuel J. Talarico | | | |
| Mark E. Long | | | |
| | | | |
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| | | | |

DATED: 12-26-89.

Sandra E. Kennedy
City Clerk